SELECTMEN. REPORT, 1873
c. 1

SHA
352
Sha
1873
C.1

1872 #14

SHARON PUBLIC LIBRARY
3 1645 01391 9555

Report of the Selectmen of the Town of Sharon for the year ending April 7th A.D. 1873. . presented and read at the Annual Meeting.

Highways & Bridges.

At the Annual Meeting of the Town held April, 1st A.D. 1872. It was "voted to appropriate the sum of Two thousand dollars, for the repair of highways and bridges". and "that the Selectmen. be authorized to spend the money where in their judgment it is most needed". and "that the Selectmen appoint surveyors of highways. the number to consist of not less than five". You also gave instructions by your Vote to have the roads scraped befor the tenth of May following.

Your instructions were carried out so far as we were able to do, under the circumstances. Starting at once new upon the field at short notice. owing to

the lateness of the Annual Meeting April 1st and a Special Meeting to fill Vacancies April 10th. befor the choice of Officers were completed, we found ourselves with time close upon us for immediate action.

As far as we were able. we took a limited survey of the condition of the highways. that we might lay out a plan of operation and expend the money appropriated to the best advantage. That survey showed us at once the great evils existing. and until remedied will prevent the labor that is expended from year to year bring anything but of temporary benefit. That is a lack of width. not wide enough for a track with suitable gutters to convey the wash from the road bed and adjoining fields. and the use of the highway limits by individuals for private purposes. making it a place of general storage for everything they wish to be rid of. such as stones gathered from clearing cultivated fields.

rocks stored for future use. refuse from manufacturing establishments. logs and wood filling the gutters or occupying the only place for making them. forcing the water on the road bed and washing it away at every rain.

We found we could not get the work done in the time required without dividing the field of labor into smaller sections then we thought desirable. We appointed seventeen surveyors of highways and issued our warrants with instructions. among which were to scrape the roads and pick the stones on or before the tenth of May. and report the expense. also the condition of the highways, that we might be able to form an estimate of cost, and where it was needed the repairs should be done.

Chap. 174 Act of 1864.

Our first apportionment was to divide twelve hundred dollars. on the old basis of division (ie) property. leaving eight hundred dollars for repairs regard-

less of locality. We found it cost to scrape the roads and pick the stones some five hundred dollars. You are aware that for the two previous years owing to the dryness of the seasons the roads were very much worn out, and the present one has been unprecedented for its heavy rains. destroying in a few hours the labor of weeks and in some cases causing a second and third renewal. We have no occasion to complain of the rains. our only trouble arises in not being prepared for them. In many cases the fault was individual occupation of the highways.

April 18.th 1872. We issued a general notice to all persons so occupying to remove on or before the first of May. We are very happy to record that it met with a very general response. There were a few exceptional cases, and those, where we had the least reason to expect a refusal. required

a special notice and one removal was made by the Town at an expense of eight dollars.

What are the condition of our highways at the present time? Some sections are in very fair condition, while the major part are mere leading ways. Where it is almost impossible in some places to make the necessary gutters to carry off the water. and the natural and only water course is in the middle of the road. The consequences are inevitable. The scraper has been used to turn up the shoulders that have been crowded out during the spring and fall. filling the ruts which answers the purpose on some of the roads. while on some of the others it is worse than useless. The pick and shovel are the only remedy.

The scraper to do the most good should be run earlier in the season than heretofore. Owing to the lateness of the Annual Meeting in April the Surveyors cannot be started soon

enough to their work and much labor is lost.

We have some sixty or seventy miles of roads to keep in repair. for which you have formerly raised. ranging from twelve hundred to two thousand dollars. and divided among some twenty individuals, with no plan or system of road building beyond general patch work. and wherever there might have been a plan it was entirely overthrown by exchange of Surveyors.

This method or want of method must inevitably bring heavy taxation at some future period and that not far distant. The town is suffering for want of suitable material with which to build and keep in repair the highways; and unless gravel pits can be purchased, the only remedy will be the Act. of 1869. Chap. 237.

On the east side of Massapoag Pond we found a road under contract and bring

built for the Town by Henry T. Billings.

Mr. Billings notified the "Board" that there were three very bad angles on the east line of the road as surveyed and staked out. and wished to know if we would give any directions to have them improved.

The first point for improvement was at the division line of Otis Johnson land and the Massapoag Land Company.

The parties in interest gave their consent to have the angles straightened and gave the land. The cost of removing the earth and stumps was Twenty dollars.

The next angle was at station 50.50 on the plan. We found a bank eight feet high and decided to cut back six feet and circle off on an easy curve sixty feet each way. The cost of removing the earth at this point was twenty five dollars.

On the 14th of May 1872. we received a petition to lay out for straightening the

road at Capens corner to insure the safety of the public travel. The Selectmen proceeded at once to stake out the curve and widen. We moved back on Mr. Barnabas D. Capens land some twenty five feet. making a curve on a radius of two hundred feet and lengthened the "Sucker-Brook Bridge six feet. We made an award to Mr. Capen of fifteen dollars land damage.

After the town had accepted our doings and instructed us to build the road as laid out. we contracted with Henry T. Billings to move the wall, and rebuild it. lengthen the said bridge and fill and grade the road to correspond with the other part then building - for which we agreed to pay him one hundred and twenty dollars.

On the first of July we received a notice from Mr. Billings that he had completed his contracts with the town and wished us to view and accept. The next

day we appeared on the road after notifying the parties in interest and viewed the same. and found it not complete according to the specifications. Mr. Billings agreed to finish the same as directed immediately.

Mr. Augustus Hardy made complaint to us that the town had not complied with the condition on which he gave up his land to the town to widen the highway.

An arrangement was made with him to his satisfaction and the agreement was carried out and accepted by him with one exception, and that is. The town are to remove the rocks that were taken from the east bank between his house and the flume and scattered among the willows, and place them in line of brd stones between the willows and Pond from his Bath-house toward the Flume. When that is done, the contract with him is fulfilled.

The verbal agreement made by the ex Board

of Selectmen with Mr. Barnabas D. Cazen to move and rebuild the wall on the new line of the road as surveyed by Mr. Cooke and lengthen the Sucker-brook bridge at each end. and said the bridge was fulfilled by the town on the approval of the work done, by the parties to the agreement.

The elevation of the Rail Road Bridge at Johnson's Crossing by the Boston & Providence R. R. Co. has been completed by the said Company in a manner worthy of their credit. and a great benefit to the Town. the grading is not completed, but will be as soon as spring opens.

The said R. R. Company have made preparations to raise the bridge on the Foxboro' road near Sharon Height and have graded the road to meet the elevations.

The old County road over Moore-hill answers the purpose of a water course during

rains, and it will require a great deal of labor to make it otherwise. The amount of Travel over it is not great, and it will not warrant a large expenditure.

The heavy rains damaged the road in front of Mr. Calvin Turners house to such an extent that it was considered economy to pave the gutter. and it was accordingly done at an expense of forty six $\frac{67}{100}$ dollars.

There are several sections that require paving on the point of economy. one especially where the road by Dea. Daniel Pettes enters the road to the Depot. and a substantial culvert should be built at the connection of the two roads for public safety.

The "Hixon Lane" road so called is a subject for your consideration, and needs special attention. Considerable money has been expended upon it the past season and more needs to be done.

Pond Street and the road from Samuel

Monks to the Saw-Mill of Leonard & Co.
need a more thorough system of drainage
to put and keep them in serviceable con-
dition. and in fact it is the great fault
of our roads generally - want of proper
drainage. Our attention has also been
called to the same want on Pleasant Street
and should receive the careful consideration
of the town to secure the health and com-
fort of its inhabitants.

Guide-Boards

We find them very much out of repair.
some of them have been wilfully destroyed
the posts pulled up and boards carried
off. We have had some boards made. and
a few lettered to replace some destroyed.
and have purchased a lot of posts ready
to set as soon as the ground opens.
One needs to be erected where the road
branches from the main road. at the
Gannett-hill to the village. SHARON. 1 Mile.

One at the head of the Capen-Lane road. N. EASTON. 6 Miles. SHARON. 2. Miles. E. FOXBORO 3½ Miles. One at the fork of the Road opposite Enos Morse's. EAST FOXBORO 3 Miles EASTON FURNACE. 6. Miles. One where the road branches from the Foxboro road to "Walpole 4 Miles. Also one at the corner opposite "Wolomolopoag Pond" East Foxboro. 3 Miles. and one where the road branches off and leads by Mr. Reuben Chapin's South Walpole

Town Pound.

The old pound on the Foxboro road is nearly destroyed and untenantable. It has been under our consideration. and it was decided to rebuild as early as possible and make it as substantial as Chestnut timber can make it.

Hay Scales

New Hay Scales have been purchased and await only the stock for the frame to

Highways & Bridges.

	Appropriation		Expenditures	
Section One.				
Appropriation.	68	00	68	20
Extra for Port Road.	15	00	15	00
" " Turn Pike.	10	00	11	00
Section Two.				
Appropriation	50	40		
Extra to repair damage	62	80	113	20
Section Three.				
Appropriation	64	20		
Extra to repair Damage	40	83	105	03
Section Four.				
Appropriation	95	30	99	40
Section Five.				
Appropriation	34	00	19	15
Section Six.				
Appropriation	150	00		
	590	53	431	38

	Appropriations		Expenditures	
Extra Approp^{n}	148	80		
" to repair west of Dam.	18	50	317	30
Section Seven.				
Appropriation.	48	00		
Extra.	25	00	73	15
Sections 8.9 & 10.				
Appropriations	518	70		
Extra " Paving.	47	47		
" " Repairs.	187	02	753	19
Section Eleven.				
Appropriation.	87	00	87	50
Section Twelve.				
Appropriation.	121	00	121	00
Sections 13 & 14.				
Appropriations.	52	80	52	80
			1836	52

	Appropriations	Expenditures
Section Fifteen.		
Appropriation	20 60	
Extra do	50 00	71 00
Section. Sixteen.		
Appropriation.	57 20	58 25
Section 17 & 18.		
Appropriations.	137 80	137 80
Section Nineteen.		
Appropriation.	44 60	
Old County Road.	8 50	53 10
Section Twenty.		
Appropriation.	54 40	26 70
Section Twenty One.		
Appropriation.	54 80	54 80
		$ 2238.17

blaim against Messrs H. A. Lothrop & Co. for
rpairing the road bed on the Town Factory
Dam. Novm 27, 28, & 29th. and Decem 2nd A.D.
1872.

The Selectmen respectfully submit the
following rport of their doings. and the reason
for their action in the matter.

The attention of the Selectmen was
called to the bad condition of the Town-
Factory Dam owned and occupied by Messrs
H. A. Lothrop & Co. on the ninth day of May A.D.
1872. by a written notice. Stating. That when
the pond is full the water runs over the dam
in two or three places - and that the road is
in an unsafe condition especially at either
end and over the flumes - "And I hereby enter
a complaint to the Town against that piece
of road.

The question came up befor the Board -
Who is under obligation to keep the dam
in rpair for public Travel?

It was decided that befor any action

said Revere to keep said road in repair according to a vote of the town of Sharon passed in the year 1809.- Vol 76. page 121.

In a deed we find this same property conveyed with other property by Joseph W. Revere. to Franklin Bisbee July 5. 1852 Extract from Deed. "Subject to the conditions that said Bisbee his heirs and asigns are to keep the road in repair connected with the record of said tracts of land above named according to the provisions of a Vote of the Town of Sharon passed in the Year 1809. + and upon the further expressed condition, that if the said Revere his executors or administrators shall be compelled to keep said road herein before mentioned in repair. then then upon the happening of either of those events. it shall and may be lawful for said Revere his executors. administrators or his heirs or asigns to enter upon all

the lands hereby conveyed and to dispossess the said Bisbee his heirs or asigns thereof. and to hold possession thereof until the said sum or sums of rent and cost expended in repairs and all interest cost and expenses reasonably and necessarily incurred thereon are refunded and paid. Vol 211. page 7. &c.

January. 23 AD 1854. The Selectmen of Sharon made an agreement with Franklin Bisbee to pay him three hundred and forty five dollars and ninety cents in consideration of his building a stone bridge across the wasteway and widen the dam and other labor and material found &c. see contract. Town Records Vol 3. page 420..

We find that Bisbee failed- The records of the County Vol. 239. page 237. are as follows Francis Hilliard esq. Commissioner of Insolvency. to Walter H. Hudson Counsellor at Law duly appointed asignee of the estate of Franklin Bisbee an Insolvent Debtor &c

Know all men by these Presents, that I the said Commissioner of Insolvency by Virtue of the authority vested in me by a statute of the Commonwealth entitled an Act &c. To have and to hold in trust &c. March. 9. 1855.

Vol. 242 page 128. Deed from Walter H. Hudson of Boston Asignee as above to Henry S. Blodget and others for $2800. they bring the highest bidders Nov 1. 1855. Same incumbrances as in deed from Revre to Bisbee. July. 5. 1852.

Vol. 264. page 286. Norfolk Deeds.

Henry S. Blodget and others conveyed the said premises by deed February 20. 1858 to H. A. Lothrop & Co.. Extract from Deed. "And the premises are conveyed subject to all stipulations. conditions. and limitations contained in said deed from Joseph W. Revre to Bisbee."

After Bisbee purchased the premises of Revre. in 1852. he, the said Bisbee mortga-

ged the premises to Jos W. Revere, the same day. July 5. 1852 for $6500.. Vol 211. fpk 9.
March 11. 1858. Joseph W. Revere sold and transferred his claim against Franklin Bibee's estate to Cyrus Lothrop for $2205 80/100
Vol 263. page 288.
On the next March 12th. 1858. Cyrus Lothrop foreclosed and took possession. Claiming that the 6th or 7th notes described in the within or annexed mortgage indorsed to him were due and unpaid since January 1st 1856.
A. D. Bacon and Horace A. Lothrop witnesses testifying under oath that they left the said Cyrus Lothrop in the unopposed and peaceable possession of the land and premises.

July. 9. 1858. Cyrus Lothrop conveyed to H. A. Lothrop & Jonathan R. Packard. his right and title in the said property to them copartners under the style and firm of H. A. Lothrop & Co. the said H. A. Lothrop owning two shares and Jonathan R. Packard one share

in said Copartnership for the sum of $ 2238 02/100 the receipt is hereby acknowledged do hereby sell, assign, transfer set over and convey unto the said Horace A. and Jonathan R. their heirs and assigns, said mortgage deed, the real estate hereby conveyed and the promissory notes debts and claims thereby secured and the covenants therein contained. To have and to hold &c subject nevertheless to the conditions therein contained and redemption according to law".

We came to the conclusion that the owners were responsible for the keeping of the dam in repair for public travel. and if they did not do so after bring notified, it would be a breach of contract. and it was our duty to notify the owners to put the same in repair to ensure the safety of the travelling public, and if they refused or neglected to do it after bring duly notified to proceed and do the same at their expense.

The surveyor of highways Section 6. reports over his signature of his doings up to May 15th 1872. He says "I wish to call your attention to the condition of the dam at H. A Lothrop & Co Trowel Shop" The said dam is very much out of repair so far as it relates to the safety of the public travel. The water has run over the dam at each end and washed away the road bed making it unsafe. there are rocks that have been placed in the building of the dam projecting into the roadway to the hight of twelve to eighteen inches. Said dam needs gravelling."

The Surveyor was directed by the Selectmen at the time he handed in his report to notify the said H. A. Lothrop & Co. of the condition of the road over the dam and have them remedy the defect.

Under July 1st 1872. The Surveyor reports Verbally that he has called H. A. Lothrop & Co

attention to the condition of the dam and that the town expects them to put it in repair. and that they deny that they are under any obligation whatever to keep the dam in repair for travel.

The Board instructed their Chairman to notify H. A. Lothrop Co. of the condition of the dam and that the Town expects them to keep it in repair for public travel.

July 10. 1872. The Chairman met H. A. Lothrop and asked him if Mr. Hixson Surveyor of Section Six. had called their attention to the condition of the road over the Howe Factory dam. and that the town expected the owners to keep it in repair for public travel? He admitted that Mr. Hixson had notified him, and said the owners had nothing to do about it. as it belonged to the town to do. Asked him on what he based his authority

for saying it belonged to the town to do?

"By a vote of the Town whereby they relieved the owners from all obligations." Was his reply. We stated that it was by a vote of the town in September 1809 that we claimed that the owners were under obligations to keep the dam in repair for public travel. and the Selectmen expected the owners to fulfil their obligations. Asked him when the town passed the vote he referred to. as we had been unable to find such an one? He said he had never seen it, and did not know when it was passed. but understood it was so.. We quoted to him the vote of the Town and extracts from the deed of conveyance as above reported down to their own, that he might know that we were conversant with the subject.

We remarked that it was no intention of the town to ask them to do anything but what their titles obligated them. and their deeds would convince them by referring to

them. He denied that their deeds obligated them in the matter.

The result of this interview was reported to the Board at their next meeting, and that the matter might not pass from their minds. We addressed to them the following note.

Sharon July 10th 1872.

H. A. Lothrop & Co. Gentlemen, In regard to keeping the Trowel Factory dam in repair for public travel. we refer you to the Town Records of September 30. 1809. Also. Norfolk Records Vol. 76 page 121. Philip Curtis and others to Joseph W. Revere. Octo. 25. 1825. Joseph W. Revere. to Franklin Bisbee. July 5. 1852 Vol. 211. pages 7 & 8. Henry F. Bloget & others to H. A. Lothrop & Co. February 20. 1858. You can satisfy yourself at once who is under obligations to keep it in repair for public travel. and that the town has good authority for calling your attention

to its condition. Yours truly.
William R Mann Chairman. Board of
Selectmen of Sharon.

All of which he acknowledged by returning it with an uncourteous reply.

August 30. 1872.

The Surveyor reported in person at the meeting of the Board. and complained of the condition of the dam. at the "Trowt Factory. and reported the water running across the road on the east end of the dam and the water not at its flood.

Septem 11th. 1872.

At a meeting of the Board. the question came up. Shall we serve a formal notice on H. A. Lothrop & Co. to put their dam in order for public travel? We had waited, thinking they might after due reflection, think more favorable of the matter and save further action.

On motion it was voted to defer action with H. A. Lothrop & Co. on putting their Trowt-

Factory dam in order until Septem. 19th
One of the Board in the meantime agree-
ing to see the said Lothrop & Co and try to
come to some definite understanding
with them about it.

September 19. 1892.

At this meeting it was
reported. "Failed to agree". Voted to send
them the following notice.

Sharon Massachusetts. Sept 19.
A.D. 1892. H. A. Lothrop & Co. Gentlemen

Having called your attention sometime
ago to the condition of the road over the
Trout Factory dam. We hereby notify
you to put the road over said dam in
condition to ensure the safe passing of
the public on or before the fifth day of
October next. Otherwise at the expiration
of that time the town will put the same in
condition at your expense. Yours Respectfully

William R Mann.
Ebron More
Charles T. Howard
Selectmen of Sharon.

At the meeting of the Board held Novem 21st 1892.

Voted to proceed at once to arrange for and repair the said road bed on the Howe Factory Dam. by raising the same twelve inches and twenty feet wide, at the expense of N. A. Lothrop & Co. agreeable to the condition of their title deed.

It having been stated by a member of the Board that Mr. H. T. Billings was at work in the vicinity and would do this work for fifty cents per cubic yard.

Voted, that H. T. Billings be employed to put the said road bed in condition at a sum not to exceed one hundred and fifty dollars.

Voted that the Chairman be and is hereby authorized to carry the above vote into effect, and have the road at the west end of said Howe Factory dam put in order to correspond with the work on dam.

The work was commenced on the said dam on the morning of Novem. 27. 1892 under the personal direction of the Chairman. by taking earth from the hill above Leonard & Co. Saw Mill. arrangement having been made with him sometime previous. but not till we had prospected for better material and could find none available.

The 28.th Next day we found it would be impossible to repair over an old flume between the waterway bridge and the flume now in use. The covering under the earth being in such decayed condition that the horses broke through in crossing. leaving holes beyond the depth of a mans arm.

We were informed by parties who were conversant with the premises. that holes on the old flume were of common occurance. and if occasion requires, we have the evidence at hand. We therefore caused the old covering to be removed and removed

by double planking of two inchs Chestnut to the width of twenty feet. We did not think it advisable to fill with earth bcause the dam could not be made tight, as the water would follow the old planking through and cost the owners an extra expense of redigging to make it tight. The work was accomplished Decem 2nd 1872.

Decem 3d. The amount of earth used in repairing the dam was measured by us showing two hundred and twenty three and eight ninths cubic yards. a 50 cents. a cost of one hundred and eleven dollars and ninety five cents. ($111.$\frac{95}{100}$). Six hundred & eight feet of Chestnut plank a $30 per M. at a cost of Eighteen dollars and twenty four cents. (18$\frac{24}{100}$

Extra labor digging up old covering, carting plank and laying the same. Eleven dollars and fifty cents.. (11$\frac{50}{100}$) Making a total of one hundred and forty one dollars and sixty nine cents. ($141.$\frac{69}{100}$)

January 20th. The Selectmen Voted to direct the Town Treasurer to present the bill of repairs as above stated to H. A. Lothrop & Co.. and directions were sent the same day.. to present for payment at their earliest convenience.

William R. Mann
Ezron Morse.
Charles F. Howard.
} Selectmen of Sharon.

ACID FREE
PH 8.5
THE HOLLINGER CORPORATION
ARLINGTON, VIRGINIA